

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re Application of:)
Youn S. Lee et al.) Before Examiner: _____
U.S. Serial No. _____)
Reissue of U.S. Pat. No.) Group _____
5,637,345)
METHOD OF MANUFACTURING)
POWDERED DEER BLOOD)

REISSUE DECLARATION OF INVENTORS

Assistant Commissioner for Patents
Washington, D.C. 20231

Sir:

We, Youn S. Lee and Hyung S. Lee upon information, knowledge and belief, declare as follows, that:

1. We are the original joint inventors of the inventions disclosed in Lee et al., U.S. Letters Patent No. 5,637,345, which is entitled "METHOD OF MANUFACTURING POWDERED DEER BLOOD" and issued June 10, 1997, and request that Lee et al. be reissued by the U.S. Patent and Trademark Office ("Office").

2. We have reviewed and understand the reissue application, a copy of which is attached, including the specification and claims of the issued patent. No claims are being added in the reissue application.

3. We believe that we are the original and first inventors of the subject matter which is claimed in this application.

4. We acknowledge the duty to disclose to the Office all information which we know to be material to patentability as defined in 37 C.F.R. § 1.56 and § 1.175(a)(7).

5. We believe the original patent which issued June 10, 1997 to be partly inoperative by virtue of the inadvertent inclusion of the wrong patent number in the terminal disclaimer filed in connection with the original patent. We learned of the error after the patent had issued and believe that the error can be corrected under 35 U.S.C. § 251.

6. On January 11, 1996, we filed United States Serial No. 584,748 relating to a method of manufacturing powdered deer blood. In an Office Action dated June 3, 1996, Examiner Corbin made a rejection of claims 1 - 10 of the application under the judicially created doctrine of obviousness-type double patenting in view of U.S. Patent No. 5,505,980 (copy attached as Exhibit A).

7. In response to the Examiner's Action, a Terminal Disclaimer To Obviate A Double Patenting Rejection was filed on September 6, 1996 (copy attached as Exhibit B). As can be

seen in Exhibit B, the terminal disclaimer inadvertently identified U.S. Patent No. 5,460,677 as the patent beyond which the terminal portion of the present patent would not extend. A copy of U.S. Patent No. 5,460,677 is attached as Exhibit C.

8. On September 17, 1996, Examiner Corbin mailed a Notice of Allowability. The Examiner apparently did not realize the error in the patent number in the terminal disclaimer and entered the terminal disclaimer as being responsive to the rejection in the Office Action.

9. Based on our communications and/or discussions with our attorneys, we believed that an appropriate terminal disclaimer was filed and that the Patent Office had accepted a proper terminal disclaimer.

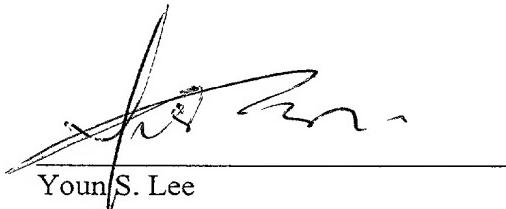
10. No changes to the specification and/or claims have been made in this reissue application. A corrected terminal disclaimer with the appropriate U.S. Patent Number set forth therein is enclosed with this reissue application. We respectfully request that the Terminal Disclaimer To Obviate A Double Patenting Rejection be cancelled, and that the corrected terminal disclaimer filed herewith be entered.

11. Our actions relating to the error arose without any deceptive intention on our part.

12. Please direct all correspondence in this case to Merchant & Gould PC at the address indicated below:

Merchant & Gould PC
P.O. Box 2903
Minneapolis, MN 55402-0903

All statements made herein of our own knowledge are true, and that all statements made on information and belief are believed to be true; and further, that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code and that such willful false statements may jeopardize the validity of the application or any patent issued or reissued thereon.


Youn S. Lee

21 January 2001
Date

Mailing Address: P.O. Box 20.

Belfast, Canterbury.

Residence Address: 4 March Pl.
Belfast. Canterbury.

15 January 2001
Date


Hyung S. Lee

Mailing Address: 219 BUSH Rd
ALBANY . AUCKLAND.

Residence Address: 16 BOURNEMOUTH TERRACE
MURRAYS BAY AUCKLAND.

Attachments:

Exhibit A: U.S. Patent No. 5,505,980

Exhibit B: Terminal Disclaimer To Obviate A Double Patenting Rejection filed on 9/6/1996

Exhibit C: U.S. Patent No. 5,460,677

PATENT S/N 08/584,748

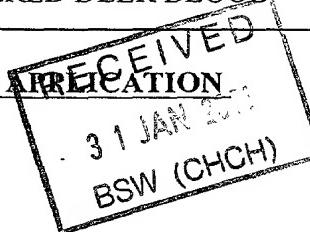
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REISSUE PATENT

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Patent Applicant: LEE ET AL. Patent No.: 5,637,345
Patent Filed: JANUARY 11, 1996 Patent Granted: JUNE 10, 1997
Patent App. No.: 08/584,748 Patent Group Art Unit 1302
Reissue App. Filed: HEREWITH Reissue Docket No.: 8436.18USRE
Title: METHOD OF MANUFACTURING POWDERED DEER BLOOD

ASSENT BY ASSIGNEE FOR FILING OF REISSUE
PURSUANT TO 37 C.F.R. §1.172

Assistant Commissioner for Patents
Washington, D.C. 20231



Dear Sir:

National Deer Horn Limited, a corporation organized under the laws of the Country of New Zealand and having a place of business at 4 March Place, Belfast, Christchurch, New Zealand, owns an undivided interest in the original U.S. Patent No. 5,637,345, granted on June 10, 1997 to Youn Soo Lee and Hyung Soo Lee entitled METHOD OF MANUFACTURING POWDERED DEER BLOOD. Assignee National Deer Horn Limited hereby assents to the accompanying application for reissue of U.S. Patent No. 5,637,345.

Date: 29 JANUARY 2001

By: 

Name: Youn Soo Lee
Title: MANAGING DIRECTOR

PAGE: 2

RETURN ADDRESS: MERCHANT, GOULD, SMITH, EDELL ET AL.
JANICE A. SHARP
11150 SANTA MONICA BOULEVARD
SUITE 400
LOS ANGELES, CA 90025-3395

REEL: 007831 FRAME: 0476 DATE RECORDED: 01/11/96 NUMBER OF PAGES: 002
ASSIGNOR: LEE, HYUNG SOO

EXC DATE: 12/13/95

ASSIGNEE: NATIONAL DEER HORN LIMITED
4 MARCH PLACE, BELFAST
CHRISTCHURCH, NEW ZEALAND

BRIEF: ASSIGNMENT OF ASSIGNOR'S INTEREST (SEE DOCUMENT FOR DETAILS).
RETURN ADDRESS: MERCHANT, GOULD, SMITH, ET AL.

JANICE A. SHARP
11150 SANTA MONICA BOULEVARD
SUITE 400
LOS ANGELES, CA 90025-3395

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04/17/01 16:26

ASSIGNMENT

WHEREAS, Youn Soo Lee ("Assignor") residing at 4 March Place, Belfast, Christchurch, New Zealand, made certain new and useful inventions and improvements for which he executed an application for Letters Patent of the United States which is entitled **HEALTH FOOD PRODUCT INCLUDING POWDER MADE FROM DEER BLOOD AND A METHOD OF MANUFACTURING THEREFOR**, given Serial No. _____, and filed on _____.

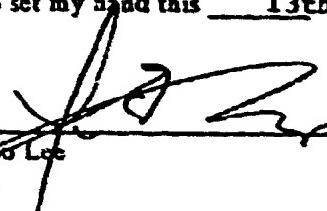
AND WHEREAS, National Deer Horn Limited, a corporation organized and existing under and by virtue of the laws of the Country of New Zealand and having an office and place of business at 4 March Place, Belfast, Christchurch, New Zealand, is desirous of acquiring the right, title and interest in and to said inventions, improvements and application and in and to the Letters Patent to be obtained thereof;

NOW, THEREFORE, to all whom it may concern, be it known that for good and valuable considerations, the receipt and sufficiency whereof is hereby acknowledged, Assignor has sold, assigned and transferred, and by these presents do sell, assign and transfer unto said Assignee, its successors or assigns, the entire right title and interest for all countries in and to all inventions and improvement disclosed in the aforesaid application, and in and to the said application, all divisions, continuations, or renewals thereof, all Letters Patent which may be granted therefrom, and all reissues or extensions of such patents, and in and to any and all applications which have been or shall be filed in any foreign countries for Letters Patent on the said inventions and improvements, including an assignment of all rights under the provisions of the International Convention, and all Letters Patent of foreign countries which may be granted therefrom; and Assignor does hereby authorize and request the Commissioner of Patents to issue any and all United States Patent for the aforesaid inventions and improvements to the said Assignee as the assignee of the entire right, title and interest in and to the same, for the use of the said Assignee, its successors and assigns.

AND, for the consideration aforesaid, Assignor does hereby agree that said Assignee and its executors and legal representatives will make, execute and deliver any and all other instruments in writing including any and all further application papers, affidavits, assignments and other documents, and will communicate to said Assignee, its successors and representatives all facts known to us relating to said improvements and the history thereof and will testify in all legal proceedings and generally do all things which may be necessary or desirable more effectually to secure to and vest in Assignee, its successors or assigns the entire right, title and interest in and to the said improvements, inventions, applications, Letters Patent, rights, titles, benefits, privileges and advantages hereby sold, assigned and conveyed, or intended so to be.

AND, furthermore, Assignor covenants and agrees with said Assignee, its successors and assigns, that no assignment, grant, mortgage, license or other agreement affecting the rights and property herein conveyed has been made to others by myself, and that full right to convey the same as herein expressed is possessed by Assignee. An attorney of record is authorized and requested by the execution of this assignment to insert into this assignment the filing date and serial number of said application when officially known.

IN TESTIMONY WHEREOF, I have hereunto set my hand this 13th day of December, 1994.


Youn Soo Lee

ASSIGNMENT

WHEREAS, Hyung Soo Lee ("Assignor") residing at 125-3 Kalak-Dong, Songpa-Ku, Seoul, Korea made certain new and useful inventions and improvements for which he/she executed an application for Letters Patent of the United States which is entitled **HEALTH FOOD PRODUCT INCLUDING POWDER MADE FROM DEER BLOOD AND A METHOD OF MANUFACTURING THEREFOR**, given Serial No. _____ and filed on _____.

AND WHEREAS, National Deer Horn Limited, a corporation organized and existing under and by virtue of the laws of the Country of New Zealand and having an office and place of business at 4 March Place, Belfast, Christchurch, New Zealand, is desirous of acquiring the right, title and interest in and to said inventions, improvements and application and in and to the Letters Patent to be obtained therefrom;

NOW, THEREFORE, to all whom it may concern, be it known that for good and valuable considerations, the receipt and sufficiency whereof is hereby acknowledged, Assignor has sold, assigned and transferred, and by these presents do sell, assign and transfer unto said Assignee, its successors or assigns, the entire right title and interest for all countries in and to all inventions and improvement disclosed in the aforesaid application, and in and to the said application, all divisions, continuations, or renewals thereof, all Letters Patent which may be granted therefrom, and all reissues or extensions of such patents, and in and to any and all applications which have been or shall be filed in any foreign countries for Letters Patent on the said inventions and improvements, including an assignment of all rights under the provisions of the International Convention, and all Letters Patent of foreign countries which may be granted therefrom; and Assignor does hereby authorize and request the Commissioner of Patents to issue any and all United States Patent for the aforesaid inventions and improvements to the said Assignee as the assignee of the entire right, title and interest in and to the same, for the use of the said Assignee, its successors and assigns.

AND, for the consideration aforesaid, Assignor does hereby agree that said Assignee and its executors and legal representatives will make, execute and deliver any and all other instruments in writing including any and all further application papers, affidavits, assignments and other documents, and will communicate to said Assignee, its successors and representatives all facts known to us relating to said improvements and the history thereof and will testify in all legal proceedings and generally do all things which may be necessary or desirable more effectually to secure to and vest in Assignee, its successors or assigns the entire right, title and interest in and to the said improvements, inventions, applications, Letters Patent, rights, titles, benefits, privileges and advantages hereby sold, assigned and conveyed, or intended so to be.

AND, furthermore, Assignor covenants and agrees with said Assignee, its successors and assigns, that no assignment, grant, mortgage, license or other agreement affecting the rights and property herein conveyed has been made to others by myself, and that full right to convey the same as herein expressed is possessed by Assignee. An attorney of record is authorized and requested by the execution of this assignment to insert into this assignment the filing date and serial number of said application when officially known.

IN TESTIMONY WHEREOF, I have hereunto set my hand this 11th day of December, 1994.


Hyung Soo Lee